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12 UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA
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15 ERIC L. BRANCH,) 3:14-cv-00423-HDM-VPC
16 Plaintiff,)
17 vs.) ORDER
18 CAROLYN W. COLVIN, Acting)
19 Commissioner of Social Security,)
20 Defendant.)
_____)

21 Before the court is the plaintiff's motion for attorney's fees
22 pursuant to 42 U.S.C. § 406(b)(1) (ECF No. 29). Defendant has not
23 opposed plaintiff's motion, and the time for doing so has expired.

24 Pursuant to § 406(b)(1)(A),

25 Whenever a court renders a judgment favorable to a
26 [social security] claimant . . . who was represented
27 before the court by an attorney, the court may determine
28 and allow as part of its judgment a reasonable fee for
such representation, not in excess of 25 percent of the
total of the past-due benefits to which the claimant is
entitled by reason of such judgment, and the Commissioner

1 of Social Security may . . . certify the amount of such
2 fee for payment to such attorney out of, and not in
3 addition to, the amount of such past-due benefits. In
4 case of any such judgment, no other fee may be payable or
5 certified for payment for such representation except as
6 provided in this paragraph.

7 The court may approve a fee under § 406(b)(1) only to the
8 extent it is "reasonable," and an attorney seeking approval of his
9 fee "must show that the fee sought is reasonable for the services
10 rendered." *Gisbrecht v. Barnhart*, 535 U.S. 789, 807 & n.17 (2002).
11 In considering the reasonableness of a contingent-fee agreement,
12 courts "have appropriately reduced the attorney's recovery based on
13 the character of the representation and the results the
14 representative achieved." *Id.* at 808. In addition, "[i]f the
15 benefits are large in comparison to the amount of time counsel
16 spent on the case, a downward adjustment is similarly in order."
17 *Id.*

18 Here, plaintiff signed a contingent-fee agreement providing
19 that he would pay his attorneys 25 percent of any past-due benefits
20 awarded to him. Plaintiff's past-due benefits have been determined
21 by the Social Security Administration, and plaintiff's attorneys
22 now seek approval of a \$6,545.50 fee, representing 25 percent of
23 those benefits.

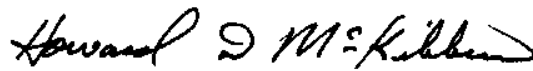
24 A contingency fee of 25 percent is common in social security
25 cases. See *Gisbrecht*, 535 U.S. at 803. The court finds nothing
26 inherently unreasonable about this fee, nor has the defendant
27 provided any reason for finding it unreasonable. In addition, the
28 fee is reasonable in the specific context of this case.
Plaintiff's attorneys spent 31.30 hours working on his case in this
court. A fee of \$6,545.50 for 31.30 hours of work equates to

1 \$209.12 per hour. This is a reasonable hourly rate, and it is
2 reasonable for the results achieved, which included a remand from
3 this court to the Social Security Commissioner for an award of
4 benefits. The court finds no reason for adjustment of the fee
5 sought, nor has the defendant provided any basis for adjustment.

6 Accordingly, the plaintiff's motion for attorney's fees
7 pursuant to § 406(b)(1) (ECF No. 29) is **GRANTED**, and the
8 Commissioner is authorized to disburse \$6,545.50, payable from
9 plaintiff's past-due benefits and representing 25 percent of the
10 plaintiff's past-due benefits as agreed in the contingent-fee
11 agreement, to the Law Offices of Harry J. Binder and Charles E.
12 Binder, P.C. Plaintiff's counsel has not received attorney's fees
13 under the Equal Access to Justice Act, 20 U.S.C. § 2412, that would
14 be subject to refund.

15 **IT IS SO ORDERED.**

16 DATED: This 16th day of November, 2016.

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18 UNITED STATES DISTRICT JUDGE
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